

United States District Court
Northern District of Georgia
Rome Division

Gary Orr, Gwendolyn Hawkins,
Kimberly Chappell, and Ronald
Walraven,

Plaintiffs,

v.

Angel Emergency Medical
Services, LLC and Dewayne
Wilson,

Defendants.

Case No. 4:14-cv-00093 HLM-WEJ

**SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

Gary Orr (hereinafter referred to as "Releasor") for and in consideration of, and subject to the payment of the sum of Three Thousand Six Hundred Sixty-One Dollars and 02/100 (\$3,661.00), does hereby release and forever discharge Angel EMS, LLC and Dewayne Wilson (hereinafter referred to as "Releasees"), their heirs, agents, servants, employees, successors and assigns, affiliates and subsidiaries, from any and all actions, claims and demands of any nature whatsoever arising from em-

ployment, including but not limited to the subject of that certain suit brought by the Releasor entitled Gary Orr, Gwendolyn Hawkins, Kimberly Chappell, and Ronald Walraven v. Angel Emergency Medical Services, LLC and Dewayne Wilson, Docket No. 4:14-cv-00093 HLM-WEJ, United States District Court for the Northern District of Georgia, Rome Division (“Lawsuit”). As further consideration, Defendants’ agree to pay separately to Plaintiffs’ counsel the sum of Six Thousand Four Hundred Dollars (\$6,400.00) in attorneys’ fees and expenses for their representation of all four (4) Plaintiffs’ in the above-referenced lawsuit.

In further consideration of the above payment, Releasor hereby acknowledges that no promise or agreement not herein expressed has been made to him; that in executing this Release, Releasor is not relying upon any statement or representation made by the parties hereby released or said parties, heirs, attorneys, agents, servants or employees concerning anything or matter, but is relying solely upon his own judgment and knowledge, that the above payment shall be received by Releasor in full settlement and satisfaction of all the aforesaid claims and demands whatsoever, and that, before signing and sealing this Release,

Releasor has fully informed himself of its contents and meaning and has executed it with full knowledge thereof.

It is further understood and agreed that this settlement includes the compromise of a disputed claim and that the above payment is not to be construed as an admission of liability on the part of the Releasees and said that Releasees deny liability therefore and intend to merely avoid litigation and buy their peace.

The undersigned further declares and represents that there may be unknown or unanticipated damages or claims resulting from the above-referenced Lawsuit and in making this Release it is understood and agreed that this Release is intended to include such damages or claims.

Releasor understands, agrees and warrants that this document may be plead as a complete bar and defense to any actions or other proceedings which may be instituted or proceeded with by him on account of any of the matters contained herein. Releasor further acknowledges that he has read the contents of this document, and that it will have the effect of barring any fu-

ture claims, demands, or causes of action on account of any matters set forth herein or arising before the date of execution of this document, and it is with this understanding that he executes this document.

Releasor understands that a specific condition of this Settlement Agreement and Release of all Claims is that the terms of the settlement shall remain completely confidential and may not be disclosed to any third party accepting only lawyers, accountants, spouses and tax advisors. Releasor agrees that this confidentiality agreement shall be binding upon his spouse, heirs, beneficiaries, legal representatives or assigns.

Releasor covenants and warrants that he has not divulged the terms of this settlement to anyone other than his spouse prior to the execution of this Settlement Agreement and Release of all Claims. Releasor further covenants and warrants that he has not and will not encourage, solicit, advise, assist or facilitate the filing of claims against Releasees by any current or former employee of Angel Emergency Medical Services, LLC.

This Release of All Claims shall be governed by Georgia
Law.

Executed this _____ day of _____, 2015.

Releasor:

Gary Orr

Witness:
